

## Coalition Participant Agreements

### Policies and Participation Agreement

To ensure the voices of citizens on the east coast are a part of the critical national discussion of how to establish a sustainable and equitable transportation funding approach, The Eastern Transportation Coalition (formerly the I-95 Corridor Coalition) applied for and received funding through the USDOT "Surface Transportation System Funding Alternatives" (STSFA) study to operate a Mileage-Based User Fee (MBUF) Pilot. The purpose of the MBUF Pilot funding is to explore the feasibility of replacing the fuel tax with a MBUF approach in a multi-state environment. The Eastern Transportation Coalition (Coalition) is particularly interested in receiving feedback on the technologies used in the Pilot, reactions to receiving a monthly MBUF statement for road usage, any concerns with privacy and data security, and the fairness of the MBUF system. All MBUF charges and tax credits shown on the monthly statement will be simulated and no actual monies will be received from (or paid to) a participant as part of the MBUF Pilot.

As further detailed below, The Coalition has partnered with Transurban to administer the MBUF Pilot. Additional terms and conditions related to Transurban's account management services including details on how Transurban processes and protects your personal information, are provided in [Exhibit A](#) attached hereto.

Thank you for your interest and participation in this important initiative.

### MBUF Pilot Data Collection and Use

To set up and properly manage your MBUF account during the Pilot, the account manager will collect the following information:

- Your full name and address, including zip code
- Your email address and phone number
- Year, make and model of vehicles you own or lease
- Fuel type of the vehicles you own or lease (gasoline, diesel, electric or combination (hybrid/plug-in hybrid))
- The Vehicle Identification Number (VIN) for the vehicle(s) you will enroll in the Pilot
- The state you reside in
- The state your vehicle is registered in

The account manager is responsible for setting up your MBUF account and processing your mileage reports, delivering mileage reporting Devices to persons who choose to test those Devices, and providing customer services.

Occasionally, the Coalition or your account manager will use your personal information to contact you or send important notices about your account, changes in the MBUF Pilot, surveys, or changes to these policies.

### Location-Based Services are Entirely Optional

Your vehicle location details are not required to participate in the MBUF Pilot. If you do not want location information collected by your account manager, you simply select a mileage reporting option that does not use location-based services during the Pilot enrollment. It is important to note that if you choose the non-location technology option, a portion of your total miles will be allocated to neighboring states based on default estimates. In addition, some premium features offered by the account manager will not function without location data. No detailed location information (e.g., routes taken) is provided to the Coalition, the Coalition member states, or any third party by the account manager.

### Collection and Use of Non-Personal Information

The account manager will also produce non-personal data reports that do not reveal the identity, activities or contact details of any specific person. The collected information will be securely stored and only accessible to researchers. Below are examples of non-personal information and how it might be used:

- Analysis of mileage by persons living in a certain area, to gain a better understanding of how MBUF might impact drivers differently, depending upon where they live.
- Analysis of difficulties participants have in setting up their MBUF mileage accounts, so that these services can be improved for any future MBUF system.
- Analysis of MBUF by drivers of different makes and models of vehicles, to gain insight into how a MBUF system compares against the gas tax system.
- Analysis of participant experience and device performance to evaluate potential product and MBUF system improvements.

The data used for these purposes will not contain any participant specific information and will only be used at the aggregated level (combined with other participants' data).

### **Disclosure of Personal Information to Third Parties**

Given a key purpose of the Pilot is to gather feedback from participants, you will be asked to participate in brief surveys over the course of the Pilot. Another third-party company will be conducting these surveys and will reach out to you via email. The third-party survey company will be provided with your name, email, and participation status but will not have access to the Pilot data collected by the account manager and is legally required to adhere to this privacy policy and protect your personal information.

### **Your Right to Inspect Your information and Records**

Your account manager will provide you the opportunity to view all of your personal information and data collected and stored as part of the MBUF Pilot to ensure only information and data you have authorized is being collected. To view your information, please contact your account manager using the email address below or directly through the Pilot Support Page.

Support Page: <https://ruc.transurban.io/support>

Email: [info@GeorgiaMBUFpilot.org](mailto:info@GeorgiaMBUFpilot.org)

If you notice anything in your account that seems to be a mistake, you may request a review by your account manager, and a prompt correction of any errors discovered will be made.

### **Retention of Your Information and Records**

All personally identifiable information that is collected to set up and manage your mileage account, including mileage and other data collected during the Pilot, will be destroyed within 30 days of the completion of the Pilot. Non-personal information (i.e., total mileage, vehicle make and model, etc.) may be retained indefinitely and used for other MBUF research purposes. All data will be anonymized, securely stored, and only individuals involved in the research Pilot will have access to the data. All individuals that will have access to personally identifiable information as part of this Pilot will sign a non-disclosure agreement to ensure that they do not disclose personally identifiable information. Personally identifiable information and participant location information (if elected) collected as part of the Pilot are not subject to disclosure under the federal Freedom of Information Act (FOIA) or any state equivalent statutes.

### **Participant Resources**

The following website contains detailed information about the Pilot and frequently asked questions

Website: [GeorgiaMBUFpilot.org](http://GeorgiaMBUFpilot.org)

The MBUF Pilot falls under the University of Maryland standard research protocols. For more information about these protocols, contact UMD Institutional Review Board at: [irb@umd.edu](mailto:irb@umd.edu).

### **Pilot Agreement**

Volunteer participants in the MBUF Pilot will evaluate the feasibility of MBUF as a potential replacement of the fuel tax. All MBUF payments and fuel tax credits will be simulated, and no actual monies will be paid by a participant as part of the MBUF demonstration.

### **Participant Agreement**

To participate in Georgia Mileage-Based User Fee Pilot I understand and agree to the following:

1. I agree to participate in the Pilot for the designated period, beginning with the date of [my registration for the Pilot].
2. By enrolling in the Pilot, I agree to the terms and conditions provided to me by the account manager (Transurban) as a part of my enrollment, including the terms and conditions attached hereto as Exhibit A, and to set up a MBUF account with the account manager and install a mileage reporting device in my designated vehicle(s).
3. Volunteers will be given a choice of several MBUF mileage reporting options. I agree to choose one of the mileage reporting options and provide the MBUF Pilot monthly mileage data via the approach appropriate to the reporting option chosen.
4. I agree to return the mileage reporting device upon withdrawal of my vehicle from the Pilot, including recording the vehicle's odometer reading when the device is removed.
5. I understand that I will receive (via e-mail) a monthly statement outlining the amount of the usage fee (based on miles reported), less any credits for the estimated amount of fuel taxes paid. I further understand that the estimated amounts will be calculated accurately, but as part of the MBUF Pilot are not due and payable.
6. I will report all difficulties or malfunctions in the mileage reporting device or statement errors to my account manager in a timely manner and allow the account manager the opportunity to correct them.
7. I will remove the device and notify the account manager before selling any vehicle enrolled in the MBUF Pilot.
8. I will notify the account manager if I lose the mileage reporting device (such as by theft or accident), so the account manager may arrange for a replacement mileage reporting device.
9. I agree not to tamper with the mileage reporting device or otherwise purposefully attempt to defraud the Pilot.
10. I understand that participation in periodic surveys is important to the MBUF Pilot, and I will provide accurate answers to questions related to my experience as a participant in the MBUF Pilot. I authorize my email address, provided at enrollment to be used by the Coalition or their authorized representatives to disseminate the surveys.

### **MBUF Pilot Agreement:**

The MBUF Pilot will provide material to assist the participant with enrollment, account setup, device installation and account closeout, and will assist the participant with any or all of these activities as needed.

The Eastern Transportation Coalition may cancel the MBUF Pilot or the participant's involvement in the Pilot at any time. Should the participant wish to leave the Pilot prior to the conclusion of the Pilot, the participant may do so by providing notice to the account manager and returning the mileage reporting device.

## EXHIBIT A

### Transurban Terms & Conditions

#### **Terms & Conditions – Updated [October 30, 2023]**

**“Pilot” or “MBUF Pilot”:** means “Georgia Mileage-Based User Fee Pilot” which shall begin no earlier than Nov. 1, 2023 and end no later March 31, 2024.

**“Sponsor”:** means The Eastern Transportation Coalition.

**"State":** means the state government within the United States of America.

**"We", "us", "our", “Transurban”:** means Transurban RUC LLC and its affiliates, subsidiaries, and parent entities.

**"You", "your", "Participant":** means the participant named on the Pilot account who is the registered owner or lessee of the enrolled vehicle.

Your use of the Georgia Mileage-Based User Fee Pilot Device (the **“Device”**) requires your express acceptance of these terms and conditions (**"Terms"**). Using the Device and participating in the Pilot is voluntary. If you do not agree with any part of these terms and conditions, you cannot use the Device and cannot remain a participant in the Pilot.

Transurban reserves the right to modify these Terms at any time. You can view the modifications to these Terms at any time by visiting [GeorgiaMBUFpilot.org](https://GeorgiaMBUFpilot.org). Your continued use of the Device will constitute your acceptance of these Terms.

#### **Vehicle Ownership**

By using the Device, you agree that: (1) you are the legal, authorized owner or operator, or lessee of the vehicle and have the right to enroll the vehicle in the Pilot; (2) you will be responsible for the installation and maintenance of the Device until it is returned to us; (3) you agree to inform anyone you permit to drive the vehicle about the proper use of this installed Device and that Transurban or other authorized parties will have access to their driving behavior data; (4) you agree to ensure that the Device is not used for fraudulent or abusive purposes or in any way that risks damage to us or our business or reputation; and (5) when you terminate the Pilot, you agree to send the Device back to us according to the return instructions provided by Transurban. If you have any questions about how to return the Device, please contact us via the Support Page at <https://ruc.transurban.io/support> or via email at [info@GeorgiaMBUFpilot.org](mailto:info@GeorgiaMBUFpilot.org).

#### **Privacy: General Terms of Use**

You acknowledge and agree that by participating in the Pilot your name and the shipping address you provide may be shared with third parties directly involved with the Pilot for the sole purpose of carrying out the Pilot and in compliance with our privacy policy. These third parties include, but are not limited to, the Sponsor and its affiliates, our Device supplier, and our shipping and logistics contractor.

For more information regarding how we manage and protect your personal information collected as part of the Study, please see our privacy policy available at <https://www.expresslanes.com/privacy-policy> which is incorporated by reference into these Terms.

#### **Transurban Device Data Collection**

There are 3 types of Mileage Reporting Options used in the Pilot to allow Participants to choose one that best fits their preferences and needs. Each option varies in the method and data collected as outlined below.

1. Automated OBD-II Plug-in Device, with Location



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- Vehicle Identification Number (VIN)
  - Time
  - Vehicle location\*
  - Fuel usage\*
  - Mileage\*
  - Odometer reading\*
2. Automated OBD-II Plug-in Device, without Location
    - Vehicle Identification Number (VIN)
    - Time
    - Fuel usage\*
    - Mileage\*
    - Odometer reading\*
  3. Embedded vehicle telematics, without Location
    - Vehicle identification number (VIN)
    - Odometer reading collected, on a daily basis

*\*type of data only collected when the Device is plugged into the vehicle and the vehicle is running*

Once we receive your driving data, it is purged from the Device within 7 days. All data that we receive from the Device is retained for up to 30 days after the conclusion of the Pilot. After this period, any and all personal information in our possession is destroyed. Device data may be shared with any third parties that are directly involved with the Pilot, including the Sponsor and its affiliates and our Device supplier, in accordance with the terms of this paragraph. Any non-personal Device data may be retained indefinitely in an anonymized and aggregated form for research purposes by us, the Sponsor, or third parties directly involved with the Pilot for the purpose of training and/or modifying each parties' systems.

By providing us with your email address, you agree to receive information related to the Pilot and the services we provide by us, our consultants, agents or other fee operators via e-mail only.

### The Mileage Reporting Options

Upon acceptance of these Terms and your acceptance as a participant in the Pilot, you will be provided one of the following mileage reporting options:

Plug-In Device (with Location or without Location) that will plug into your OnBoard Diagnostics (OBD-II) Port. This is the same port that mechanics use for vehicle diagnostics and other maintenance related activities. Most vehicles since 1996 have an OBD-II port.

For the plug-in Devices, participants can choose the Device type (GPS or non-GPS) at enrollment time. The GPS Device records vehicle location information and identifies in which state your mileage was accrued. It also distinguishes between billable (inside the Pilot states) and non-billable miles (outside of the Pilot states). The non-GPS Device does not record location information and miles are charged based on a formula that considers where you live and an assumed percentage of out-of-state driving.

The Devices are the property of Transurban and are provided to you for use in the vehicle that is enrolled in the Pilot. We retain all right, title and interest in and to the Device. You agree not to tamper (alter, modify, change, reverse engineer, copy or duplicate) with the Device or its firmware. If tampering is detected, the Device will be deactivated, and you will be directed to return the Device to us immediately. You will then be removed from the Pilot and may be subject to legal action.

YOU AGREE TO NOT INSTALL, ADJUST, MOVE, UNINSTALL, OR ATTEMPT TO MODIFY THE DEVICE WHILE THE VEHICLE IS IN MOTION OR WHILE YOU OR ANY OTHER PARTY IS DRIVING A VEHICLE WITH A DEVICE INSTALLED.

Enrollment in embedded telematics services that do not collect location data. This service uses your vehicles existing data connection to the OEM and cannot be chosen as a reporting option if this pre-existing connection does not exist, either due to the vehicle's specific make, model or year, or lack of connectivity capabilities or due to lapse in the vehicle owners subscription or data service with their OEM. The data feed for this mileage reporting option will be terminated at the end of Pilot activities.

### **The Pilot; Your Charges**

The Pilot authorizes the Sponsor to assess a simulated, per-mile charge for participants. No actual amount of monetary value will be exchanged. We will use your simulated account to generate simulated Mileage-Based User Fees for vehicle miles travelled, and these charges will be charged on a daily basis according to your miles driven.

Questions regarding your simulated account or transactions charged to your simulated account should be directed to <https://ruc.transurban.io/support> or [GeorgiaMBUFpilot.org](http://GeorgiaMBUFpilot.org).

### **Putting the Device in a Different Vehicle**

Under no circumstances may a Device be used in a vehicle that has not been registered as an authorized vehicle under your simulated account. The vehicle, its unique Vehicle Identification Number (VIN) and its unique license plate must be associated with your account information and a vehicle may not be actively listed on more than one simulated account.

### **Unenrollment**

If you wish to unenroll from the Pilot, you must return the Device immediately. We will assist you in returning the Device. If you have any questions, please review the Pilot support page found at <https://ruc.transurban.io/support>. If any Device is lost or stolen or used fraudulently, you must notify Transurban immediately and provide us with such information and documentation as we may request (including, without limitation, police reports, and affidavits). Your Device status will be modified upon receipt by Transurban of your notification of the loss or theft. We have the right to interrupt all services under the Pilot or to restrict service to any Device, without prior notice to you, if you use the Device in a fraudulent or unlawful manner.

If your account is terminated, either voluntarily or involuntarily, you agree to immediately remove the Device from any vehicle and return the Device to Transurban.

### **Pilot Completion**

At completion of the Pilot, you must return the OBDII Plug-in Device. Transurban will provide a return shipping label for you to do so.

### **Limitation of Liability**

Account Information: It is your responsibility to maintain current and accurate account information on our system and to exercise diligence in protecting your logon and passwords.

IN NO EVENT WILL TRANSURBAN BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DEATH, PERSONAL INJURY, PROPERTY DAMAGE, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY DAMAGES FOR LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OF



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OR INABILITY TO USE THE SOFTWARE AND/OR THE DEVICE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF TRANSURBAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRANSURBAN'S AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY YOU, IF ANY.

YOU ACKNOWLEDGE THAT, ON BEHALF OF YOURSELF, YOUR HEIRS, EXECUTOR, ADMINISTRATOR AND ASSIGNS, YOU HEREBY RELEASE AND FOREVER DISCHARGES TRANSURBAN AND ITS PARENT, SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES AND AGENTS, FROM ANY AND ALL LIABILITY, CLAIMS, OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS AND PROPERTY THAT MAY BE SUSTAINED DIRECTLY OR INDIRECTLY AS A RESULT OF YOUR PARTICIPATION IN THE PILOT, OR WHILE TRAVELING TO, PREPARING FOR, AND/OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE PILOT.

ADDITIONALLY, YOU AGREE THAT TRANSURBAN IS NOT LIABLE FOR ANY CLAIMS, DEMANDS, OR ACTIONS AGAINST YOU BY ANY PERSON, CORPORATION, OR OTHER LEGAL ENTITY RESULTING FROM THE USE OF THE DEVICE(S).

### **Disclaimer of Warranty**

YOUR USE OF TRANSURBAN'S SERVICE AND THE DEVICE IS AT YOUR SOLE RISK. ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **Miscellaneous; Governing Law**

These Terms are governed by the laws of the Commonwealth of Virginia, without reference to its choice of law rules. Exclusive venue for any action arising out of or in connection with this agreement shall be in Fairfax County, Virginia. If any portion of these Terms is found to be unenforceable or invalid for any reason, that provision will be limited or eliminated to the minimum extent necessary so that the rest of these Terms will otherwise remain in full force and effect. You may not assign your rights or obligations under these Terms without the prior written consent of Transurban. Transurban's failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the services. No independent contractor relationship, partnership, joint venture, employer-employee or franchise relationship is created by these Terms.